## BANGALORE DEVELOPMENT AUTHORITY

# COMPREHENSIVE DEVELOPMENT AND RESTORATION OF BYALAKERE LAKE -1

### FIRST ELECTRONIC DOCUMENT

### (TECHNICAL BID DOCUMENT)

*Office of the Executive Engineer, Dr.K.Shivarama karantha Layout, Division*
BANGALORE DEVELOPMENT AUTHORITY
108G, 5th Cross, MLA Layout, RMV 2nd stage Bhoopasandra, Bangalore-560094

# Bangalore Development Authority

**#108G, 5th Cross, MLA Layout, RMV 2nd Stage , Bhoopasandra, Bangalore-560094**

## Tenders for

### Development of Ramagondanahalli Lake

## SEQUENCE OF EVENTS

| | |
|---|---|
| Tender Reference: | No.BDA/EE/DSKL/TEND/Lakes/16/2025-2026 DATED: 22-04-2025 |
| e- Procurement reference | BDA/2025-26/OW/WORK_INDENT117 |
| Last Date and Time for receipt of Pre-Tender Queries,( to be uploaded on e- procurement portal only) | Refer Karnataka Public Procurement Portal |
| Date and Time of Pre -Tender Meeting | Refer Karnataka Public Procurement Portal |
| Place of Pre-Tender Meeting | Refer Karnataka Public Procurement Portal |
| Last Date and time for submission of Tenders on e- procurement portal | Refer Karnataka Public Procurement Portal |
| Time and Date of opening of First Electronic Document (Technical Bid) | Refer Karnataka Public Procurement Portal |
| Place of opening of First Electronic Document (Technical Bid) | Office of the Executive Engineer, Dr.K.Shivarama Karantha Layout, Division #108G, 5th Cross, MLA Layout, RMV 2nd stage Bhoopasandra, Bangalore-560094 |
| Time and Date of opening of Second Electronic Document( Financial Bid) | Will be intimated to the technically qualified tenderers |
| Place of opening of Second Electronic Document (Financial Bid) | Office of the Executive Engineer, Dr.K.Shivarama Karantha Layout, Division #108G, 5th Cross, MLA Layout, RMV 2nd stage Bhoopasandra, Bangalore-560094 |
| Address for communication: | Office of the Executive Engineer, Dr.K.Shivarama Karantha Layout, Division #108G, 5th Cross, MLA Layout, RMV 2nd stage Bhoopasandra, Bangalore-560094 Email:executiveengineerdskl@gmail.com |

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**SECTION 1: Invitation for Tenders (IFT)**

## Bangalore Development Authority

**#108G, 5th Cross, MLA Layout, RMV 2nd Stage , Bhoopasandra, Bangalore-560094**

IFT No. BDA/EE/DSKL/TEND/Lakes/16/2025-2026

Office of the Executive Engineer,
Dr.K.Shivarama Karantha Layout (DSKL),Division,
#108G, 5th Cross, MLA Layout,
RMV 2nd stage Bhoopasandra,
Bangalore-560094
DATE : 22-11-2022

1. The Executive Engineer DSKL, Division, Bangalore Development Authority,(BDA) Bengaluru, on behalf of the Commissioner, Bangalore Development Authority, Bengaluru, invites tenders from eligible tenderers, for the construction of works detailed in Table. The Tenderers may submit Tenders for any or all of the works given in the Table, Two tender document system as per Rule 28 of the KTPP Act shall be followed. The Tenderers are required simultaneously submit two separate electronic documents, first containing the Earnest money deposit and the details of their capability to undertake the tender (as detailed in ITT Clause 2 and 3) which will be opened first and the second containing the price tender (as detailed in Section 4 and 9) will be opened only if the Tenderer is found to be qualified to execute the tendered works. The Tenderers are advised to note the minimum qualification criteria specified in Clause 3 of the instructions to Tenderers to qualify for award of the contract.
2. Tender documents shall be available for download free of cost from the date and time of publication of the tenders on the Government of Karnataka, Karnataka Public Procurement Portal (https://kppp.karnataka.gov.in) till the last date and time or the extended time of submission specified on the Karnataka Public Procurement Portal. Interested tenderers may obtain further information at the Office of the Executive Engineer, DSKL, Division #108G, 5th Cross, MLA Layout, RMV 2nd stage Bhoopasandra, Bangalore-560094

3. Tender must be accompanied by Earnest Money Deposit (EMD) and a non-refundable Tender Processing fee specified for the work in the Table. Earnest money deposit and Tender processing fee will have to be in any one of the forms as specified in the tender document.

4. Tender must be uploaded on the Government of Karnataka, Karnataka Public Procurement portal (https://kppp.karnataka.gov.in) on or before the last date and time specified on the Karnataka Public Procurement Portal, so as to be received by the Employer and First Electronic Document will be opened on the date and time specified in the Karnataka Public Procurement Portal, without requiring the presence of Tenderers or in the presence of Tenderers or in the presence of the Tenderers' representatives, who wish to attend at Office of the Executive Engineer, DSKL, Division, #108G, 5th Cross, MLA Layout, RMV 2nd stage Bhoopasandra, Bangalore-560094. If the office happens to be closed on the date of opening of the tenders as specified, the tenders will be opened on the next working day at the same time and venue.

5. A Pre-Tender meeting will be held on the time, date and address, as specified on the Karnataka Public Procurement Portal at Office of the Engineer Member, Bangalore Development Authority, T. Chowdaiah Road, Kumara Park West, Bengaluru- 560 020.

6. The Rates quoted shall be exclusive of Goods and Service Tax (GST) (Except for electrical works), and is separately reimbursed by the Employer at the prevailing rates to the Bill amount as per the Government orders, and as amended from time to time.

7. Other details can be seen in the tender documents.

**Table: Description of Tender**

| Sl. No. | Name of the work | Approximate value of the Works (Rs in Crores) | EMD (Rs in Crores) | Tender processing fee (Cost of the Tender) (Rs) | Period of completion |
|---|---|---|---|---|---|
| 1. | Development of Ramagondanahalli lake | 8.50 | Refer to the Karnataka Public Procurement portal | Refer to the Karnataka Public Procurement portal | 11 Months Including monsoon period |
| 2. | Development of Veerasagara lake | 6.00 | | | |
| 3. | Comprehensive development and restoration of Byalakere-1 | 9.00 | | | |
| 4. | Comprehensive development and restoration of Byala kere-2 | 9.50 | | | |
| 5. | Comprehensive development and restoration of Byalakere-3 | 12.50 | | | |
| 6 | Comprehensive development and restoration of Mediagrahara lake | 9.00 | | | |
| 7 | Comprehensive development and restoration of Guniagrahara lake | 7.00 | | | |
| 8 | Comprehensive development and restoration of Ganigarahalli lake | 14.50 | | | |
| 9 | Comprehensive development and restoration of Kalathammanahallilake | 8.00 | | | |
| 10 | Improvements to Chikkabanavara lake | 12.00 | | | |

Sd/-
Office of the Executive Engineer,
Dr.K.Shivarama Karantha Layout Division
#108G, 5th Cross, MLA Layout,
RMV 2nd stage Bhoopasandra,
Bangalore-560094

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## SECTION 2: INSTRUCTIONS TO TENDERERS (ITT)


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| 3 | Qualification of the Tenderer |
| 4 | One Tender per Tenderer |
| 5 | Cost of Tendering |
| 6 | Site Visit |
| ***B*** | ***Tender Documents*** |
| 7 | Content of Tender Documents |
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## A. GENERAL

### 1.0 Scope of Tender

**1.1** T**he Executive Engineer**, **DSKL Division,** on behalf of The Commissioner, Bangalore Development Authority, Bengaluru (Referred to as "Employer" in these documents)invites tenders following Two Tender Document system, from eligible Tenderers, for the construction of works (as defined in these documents and referred to as "the works") detailed in the Table given in the Invitation for Tenders (IFT). The Tenderers may submit tenders for any or all of the works detailed in the table given in IFT.

### 2.0 Eligible Tenderers:

2.1 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Government of Karnataka.

2.2 Tenders from the Joint Ventures are not acceptable.

2.3 Any Registered individual firm/Agency/Partnership firms/Company having valid Class-1 Civil and Electrical registration/Licensee issued by State Government/Central Government.

### 3.0 Qualification of the Tenderer:

3.1 All Tenderers shall provide the requested information accurately and in sufficient detail in Section 3: Qualification Information

3.2 To qualify for award of this contract, each Tenderer in its name should have in the last five years **(i e 2020-21 to 2024-25)**

(a) Achieved in at least two financial years a minimum financial Turnover (in all classes of Civil / Civil & Electrical Engineering construction works only) of **Rs. 15.50 Cr**. (exclusive of GST) (For the Financial year 2024-25-25, if the audited statement is not available, unaudited certificated with valid DIN (Uploaded in IT Portal will be considered)

(b) Note: Financial turnover of previous years shall be given a weight age of 10% per year to bring them to the price level of the FY 2025-26

*(c)* Mandating satisfactory completion as a prime contractor at least **One similar work** such as Development of lakes of value not less than **Rs. 3.75 Cr.** (Exclusive of GST)

Note: The value of the completed works shall be given a weight of 10% per year to bring them to the price level of the FY 2025-26.

(d) Executed in any one year, the following minimum quantities of work:

| Description | | Qty |
|---|---|---|
| a) | Desilting | **80605 cum** |
| b) | Revetment/Pitching | **4772 Sqm** |
| c) | Embankment Formation | **26160 Cum** |
| d) | Rock toe | **450 cum** |
| e) | RCC | **380 cum** |
| f) | Tubular Truss Work | **29075 kgs** |
| g) | Chain link Mesh | **2000 sqm** |
| h) | Rockfill bund with Boulders | **750 Cum** |

| | | |
|---|---|---|
| i) | TMT | **35 t** |
| j) | NP3 Pipes ( 900 mm & above) | **400 m** |

***3.3*** *Each Tenderer further demonstrate:*

(a) Availability by owning the following key & Critical equipment for this work:

(i) Availability by owning at least 50% of the required / specified key and critical equipment for this work and
(ii) The remaining 50% can be deployed on lease/hire basis for all works. Relevant documents (commitment agreements etc.,) for the availability for this work are to be furnished
(iii) Age of the Equipment from the date of purchase should be less than 5 Years

| Sl. No. | Name of the Equipment | Required | |
|---|---|---|---|
| | | Numbers | Capacity |
| 1 | Tipper/Trucks | 10 | Each of 10 T or more |
| 2 | Motor Grader | 2 | - |
| 3 | Vibrator Roller | 2 | Each of 8 T or more |
| 4 | Water Tanker | 4 | 6000 Ltr Capacity |
| 5 | Excavator | 4 | - |
| 6 | Concrete Mixer (mini) | 2 | 2 Cum or more |
| 7 | Compactor | 1 | |

Information shall be furnished as per Format at Section-3 Qualification information Clause-1.6.

(b) Liquid assets and or availability of credit facilities of not less than **Rs. 2.10 Cr** (Credit lines / Letter of Credit / Certificates) from the Nationalized/ Scheduled Banks for meeting the funds requirements etc. (usually the equivalent of the estimated flow for three months in the peak construction period).

3.4 **To qualify for a package of contracts made up of this and other contracts for which tenders are invited in this IFT, the Tenderer must demonstrate having experience and resources to meet the aggregate of qualifying criteria for the individual contracts.**

3.5 Sub-contractor experience and resources shall not be taken into account in determining the Tenderers' compliance with the qualifying criteria except to the extent stated in 3.2 (d) and 3.2 (e) above.

1.6 Tenderers who meet the above specified minimum qualifying criteria, will only be qualified, if their available tender capacity is more than the total tender value. The available tender capacity will be calculated as under :

**Assessed Available Tender Capacity = (A*N*1.5-B)**

Where

A = Maximum value of Civil / Civil & Electrical Engineering works executed in any one year during the last five years **(i e 2020-21 to 2024-25)** (updated to FY 2025-26 price level) taking into account the completed as well as works in progress (inclusive of GST);.

N = Number of years prescribed for completion of the works for which the tenders are invited.

B = Value at 2025-26 price level of existing commitments and on-going works to be completed during the next 11 months. (inclusive of GST)

Note: *The Statements showing the value of the existing commitments and on-going works as well as the stipulated period of completion remaining for each of the works listed shall be countersigned by the employer in charge, not below the rank of Executive Engineer or by the Chartered Accountant (CA) of the bidder supported with Work Order and latest audited RA bill of the respective works listed in the Statement. (GO No. FD 6 PCL 2006 Bangalore dated 21-03-2007).*

***The tenderer should provide an Affidavit swearing to the effect that the stated works are the only works and it is true to the best of his / her / their knowledge.***

**3.7** Even though the Tenderers meet the above criteria, they are subject to be disqualified if they have:

i. made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or
ii. record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.; and/or
iii. participated in the previous Tender for the same work and had quoted unreasonably high tender prices and could not furnish rational justification.

**4.0 One Tender per Tenderer**

**4.1** Each Tenderer shall submit only one tender for one contract. A Tenderer who submits or participates in more than one Tender (other than as a sub-contractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the Tenderer's participation to be disqualified.

**5.0 Cost of Tendering**

**5.1** The Tenderer shall bear all costs associated with the preparation and submission of his tender, and the Employer will in no case be responsible and liable for those costs.

**6.0 Site Visit**

**6.1** The Tenderer at his own responsibility and risk is encouraged to visit and examine the Site of Works and its surroundings and obtain all information that may be necessary for planning and preparing the Tender and entering into a contract for construction of the Works. The cost of visiting the site and any Survey/Site Investigation shall be at the Tenderer's own expense.

## B. TENDER DOCUMENTS

**7.0 Content of Tender Documents**

**7.1** The set of tender documents shall have all the Sections given in Page 2.

**7.2** Deleted.

**8.0 Clarification of Tender Documents**

**8.1** A prospective Tenderer requiring any clarification / queries of the tender documents may notify the Employer in Karnataka Public Procurement Portal. The Employer will respond to any request for clarification / queries which he receives not later than the time & date specified on the Karnataka Public Procurement Portal prior to the deadline for submission of tenders. Copies of the Employer‘s response will be notified in the Karnataka Public Procurement Portal, including a description of the enquiry but without identifying its source.

**8.2 Pre-Tender Meeting**

**8.2.1** The Tenderer or his authorized representative is invited to attend a pre-tender meeting which will take place at the address time and date as specified on Karnataka Public Procurement portal.

**8.2.2** The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

**8.2.3** The Tenderer is requested to submit any questions in writing on Karnataka Public Procurement Portal not later than time and date as specified in the .Karnataka Public Procurement portal

**8.2.4** Minutes of the meeting, including the text of the questions raised (without identifying the source of enquiry) and the responses given will be notified on Karnataka Public Procurement portal. Any modification of the tender documents listed in Sub-Clause 7.1 which may become necessary as a result of the pre-tender meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to Clause 9 of ITB and not through the minutes of the pre-tender meeting.

**8.2.5** Non-attendance at the pre-tender meeting will not be a cause for disqualification of a Tenderer.

**9.0 Amendment of Tender Documents**

**9.1** Before the deadline for submission of tenders, the Employer may modify the tender documents by issuing addenda.

**9.2** Any **Addendum** thus issued shall be part of the tender documents and shall be notified on Karnataka Public Procurement portal

**9.3** To give prospective Tenderers reasonable time in which to take an addendum into account in preparing their tenders, the Employer shall extend as necessary the deadline for submission of tenders, in accordance with Sub-Clause 16.2 below.

## C. PREPARATION OF TENDERS

**10.0 Documents comprising the Tender**

**10.1** The tender uploaded by the Tenderer shall contain the documents as follows:

**10.1.1 First Electronic Document (Technical Bid)**

(a) Earnest Money Deposit and Tender processing fee;
(b) Eligibility criteria as per Clause 2 of ITT and Qualification Information as per formats given in Section 3
(c) The Form of Tender as in Section 4

**10.1.2 Second Electronic Document (Financial Bid)**

(a) Priced Bill of quantities (Section 9);

And any other materials required to be completed and submitted by Tenderers shall be in accordance with these instructions. The documents listed under Sections 3, 4, and 9 shall be filled in without exception.

**10.2** Tenderers submitting tenders together with other contracts stated in the IFT to form a package will so indicate in the tender together with any discounts offered for the award of more than one contract, provided he is eligible in those contracts stated in the IFT and in the aggregate as per Cl 3.4 of ITT under First Electronic Document (Technical Bid)

**11.0 Tender Prices**

**11.1** The contract shall be for the whole works as described in Sub-Clause 1.1, based on the priced Bill of Quantities submitted by the Tenderer.

**11.2** The Tenderer shall fill in the rates for all items of the Works described in the Bill of Quantities on Karnataka Public Procurement Portal. The line item total along with total tender price will be auto generated in Karnataka Public Procurement Portal. *Items for which no rate is entered by the Tenderer will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities.*

**11.3** All duties, taxes, and other levies payable by the contractor under the contract, or for any other cause, shall be included in the rates submitted by the Tenderer. The Rates quoted shall be exclusive of Goods and Service Tax (GST) (Except electrical works), and is separately reimbursed by the Employer at the prevailing rates to the Contract amount as per the Government orders,

**11.4** The prices quoted by the Tenderer shall be subject to adjustment during the performance of the Contract in accordance with the provisions of Clause 35 of the Conditions of Contract.

**12.0 Tender Validity**

**12.1** Tenders shall remain valid for a period not less than 45 days after the deadline date for tender submission specified in Clause 16. A tender valid for a shorter period shall be rejected by the Employer as nonresponsive.

**12.2** In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the Tenderers may extend the period of validity for a specified additional period. The request and the Tenderer's responses shall be made in writing or by E mail. A Tenderer may refuse the request without forfeiting his earnest money deposit. A Tenderer agreeing to the request will not be required or permitted to modify his tender, but will be required to extend the validity of his earnest money deposit for a period of the extension, and in compliance with Clause 13 in all respects.

**13.0 Earnest Money Deposit (EMD) & Tender processing Fee**

**13.1** The Tenderer shall furnish, as part of his tender, Earnest Money Deposit (EMD) in the amount as shown in column 4 and non-refundable Tender Processing Fee in the amount as shown in column 5 of the Table of IFT for this particular work

EMD shall be paid in total through e- procurement Portal

**For further details on e-Payment services refer to e-procurement portal for more details on the process.**

The Tenderers bid will be evaluated only on confirmation of receipt of the payment (EMD) in the Government of Karnataka central pooling account.

a. EMD amount will have to be submitted by the Tenderer taking into account the following conditions:

(I) EMD will be accepted only in the form of electronic cash (and not through Demand Draft or Bank Guarantee) and will be maintained in the Govt. of Karnataka central pooling account at ICICI bank Ltd, until the contract is closed.

(II) The EMD (Full or Part) amount for a particular tender has to be paid in a single transaction.

b. The Tenderers Bid Will be evaluated only on confirmation of the receipt of the payment (EMD and Tender processing fees ) in the Govt. of Karnataka Central pooling account held in designated banks as indicated in sub clause 13.1 (a).

13.2 Instruments having fixed validity period issued as EMD (earnest money deposit) for tender shall be valid for 45 days beyond the validity of the tender.

13.3. Any tender not accompanied by the acceptable EMD (Earnest Money deposit) and not secured as indicated in the sub clause 13.1 above shall be rejected in Karnataka public portal as non-responsive

13.4 The EMD (Earnest money deposit) of unsuccessful Tenderers will be returned within 30 days of the end of the Tender validity period specified in sub clause 12.1

13.5 The EMD (Earnest money deposit) of the successful Tenderer will be discharged when the Tenderer has signed the Agreement, pursuant to ITT clause 28 and furnished the required Performance Security pursuant to clause 29.

13.6 The (EMD) Earnest money deposit shall be forfeited:

(a) if the Tenderer withdraws the Tender after tender opening during the period of tender validity;

(b) if the Tenderer does not accept the correction of the Tender Price, pursuant to Clause 24; or

(c) in the case of a successful Tenderer, if the Tenderer fails within the specified time limit to

(i) sign the Agreement; or

(ii) furnish the required Security deposit

(d) If the Tenderer who has engaged directly or through an agent in a corrupt or fraudulent practices in participating or competing or executing the contact including misleading the Employer at any stage of procurement and executing entity. Employer shall initiate action as per Rule 26A and 26C of Karnataka Transparency in Public Procurements Rules, 2000 and as amended in respect of Debarment of Tenderers or contractor or any of its successors.

**14.0 Format and signing of Tender**

**14.1** The Tenderer shall prepare electronic documents comprising the Tender as described in Clause 10 of the ITT and submit in the e-procurement portal at appropriate place.

**14.2.** The Tenderer shall scan the original document by converting into electronic document file in conventional, clearly visible form (preferably in pdf format) to be uploaded in the Karnataka Public Procurement Portal along with scanned copies of requisite certificates, that are mentioned in different sections in the bid document and EMD shall be paid through OTC, NEFT or DEBIT CARD/ Credit Card through e-portal only.

The Tenderer shall fill in rate in the unit rate column for all the items of the works described in the Bill of quantities on the Karnataka Public Procurement portal**.** The Tender price and the total tender price will be auto generated.

**14.3** The Tender shall contain no alterations or additions, except those to comply with instructions issued by the employer.

## D. SUBMISSION OF TENDERS

**15.0 Submission of Tenders**

**15.1** The tenderer shall upload the electronic tender documents in the format as specified in clause 14.2 under two tender document system on the Karnataka Public Procurement portal.

15.2 Deleted - (Not applicable for E-Tender).

**15.3** Deleted - (Not applicable for E-Tender).

15.4 Deleted-(Not applicable for E-Tender).

**16.0 Deadline for Submission of the Tenders**

**16.1** Tenders must be received by the Employer through Karnataka Public Procurement portal (www.eproc.karnataka.gov.in).

**16.2** The Employer may extend the deadline and notify on the Karnataka Public Procurement portal for submission of tenders by issuing an amendment in accordance with Clause 9.0, in which case all rights and obligations of the Employer and the Tenderers previously subject to the original deadline will then be subject to the new deadline.

**16.3** The Tenderer shall digitally sign their bids with their valid digital signature certificate (DSC) as issued under the Information Technology Act 2000 (Central Act 21 of 2000) and it shall be the responsibility of the Tenderer to ensure that their tender is submitted in the

Karnataka Public procurement Portal within the last date and time specified for the receipt of the tenders (Rule 15 (4) of KTPP Rules 2000 as amended from time to time).

**17.0 Late Tenders**

**17.1** The tenderer will not be able to submit the bid documents after the deadline, as the icon or the task will not be available on the Karnataka Public Procurement Portal.

**18.0 Modification and Withdrawal of Tenders**

**18.1** Tenderers may "modify" the contents of the Electronic tender documents or withdraw their tender on Karnataka Public Procurement Portal before deadline prescribed in clause 16.

**18.2** Deleted-(Not applicable for E-Tender)

**18.3** No Tender may be modified after the deadline for submission of Tenders.

**18.4** Withdrawal or modification of a Tender between the deadline for submission of Tenders and the expiration of the original period of Tender validity specified in Clause 12.1 above or as extended pursuant to Clause 12.2 may result in the forfeiture of the earnest money deposit pursuant to Clause 13.

**18.5** Tenderer may only offer discounts to or otherwise modify the process of their tenders by submitting tender Modifications in accordance with this clause, or included in the original Tender submission.

## E. TENDER OPENING AND EVALUATION

19.0 **Opening of First Electronic Document (Technical Proposal) of Tenders and Evaluation to Determine Qualified Tenderers**

**19.1** The Employer or representative will open the tender of First Electronic Document of the Tenders received, in Karnataka Public Procurement Portal at the Office of the Executive Engineer*, DSKL, Division* Bangalore Development Authority, #108G, 5th Cross, MLA Layout, RMV 2nd stage Bhoopasandra, Bangalore-560094 on the designated date and time in the presence of the tenderers or their representatives who wish to be present physically at the tender opening place. In the event of the designated date of the First Electronic document of the tenders opening being declared a holiday for the employer, the tenders will be opened on the designated time and location on next working day.

**19.2 DELETED (Not applicable for E Tender)**

**19.3** The tenders which have been submitted in Karnataka Public Procurement Portal and whose tender payments were successfully received shall be opened.

**19.4** The Employer shall prepare minutes of the First Electronic Document Tender opening, including the information disclosed to those present in accordance with Sub-Clause 19.3.

**19.5 DELETED (Not applicable for E Tender)**

**19.6** The Employer will evaluate and determine whether each tender, (a) meets the eligibility criteria defined in ITT Clause 2; (b) is accompanied by the required earnest money deposit as per stipulations in ITT Clause 13 and (c) meets the minimum qualification criteria stipulated in ITT Clause 3. The Employer will draw out a list of qualified Tenderers.

**20.0 Opening of Second Electronic Document of Qualified Tenderers and Evaluation**

**20.1** The Employer will inform all the Qualified Tenderers the time, date and venue fixed for the opening Second Electronic Document containing the price tenders. The Employer will open the Second Electronic Document of Qualified Tenderers at the appointed time and date, without requiring the presence of qualified Tenders or in presence of the authorized representatives who choose to attend. In the event of the specified date of Second Electronic Document opening being declared a holiday for the Employer, the Second Electronic Document will be opened at the appointed time and location on the next working day.

**20.2 Deleted (Not Applicable for E -Tender)**

**20.3** The Tenderers' names, the Tender prices, the total amount of each Tender, any discounts and such other details as the Employer may consider appropriate will be announced by the Employer at the opening, if any of the bidders or their representatives present physically at the tender opening place. No Tender shall be rejected at Tender opening.

**20.4** The Employer shall prepare minutes of the Second Electronic Document Tender opening, including the information disclosed to those present in accordance with Sub-Clause 20.3.

**21.0 Process to be Confidential**

**21.1** Information relating to the examination, clarification, evaluation, and comparison of Tenders and recommendations for the award of a contract shall not be disclosed to Tenderers or any other persons not officially concerned with such process until the award to the successful Tenderer has been announced. Any effort by a Tenderer to influence the Employer's processing of Tenders or award decisions may result in the rejection of his Tender.

**22.0 Clarifications of Tenders**

**22.1** To assist in the examination, evaluation, and comparison of Tenders, the Employer may, at his discretion, ask any Tenderer for clarification of his Tender, including breakdowns of unit rates. The request for clarification and the response shall be in writing, but no change in the price or substance of the Tender shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Tenders in accordance with Clause 24.

**22.2** Subject to sub-clause 22.1, no Tenderer shall contact the Employer on any matter relating to its Tender from the time of the Tender opening to the time the contract is awarded. If the Tenderer wishes to bring additional information to the notice of the Employer, it should do so in writing.

**22.3** Any effort by the Tenderer to influence the Employer in the Employer‘s Tender evaluation, Tender comparison or contract award decisions may result in the rejection of the Tenderer ‘Tender.

**23.0 Examination of Tenders and Determination of Responsiveness**

**23.1** Prior to the detailed evaluation of Tenders, the Employer will determine whether each Tenders substantially responsive to the requirements of the Tender documents.

**23.2** A substantially responsive Tender is one which conforms to all the terms, conditions, and specifications of the Tender documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Works; (b) which limits in any substantial way, inconsistent with the Tender documents, the Employer's rights or the Tenderer's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other Tenderers presenting substantially responsive Tenders.

**23.3** If a Tender is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

**24.0 Correction of Errors**

**24.1** Tenders determined to be substantially responsive will be checked by the employer for any arithmetic errors. Errors will be corrected by the employer as follows:

(a) Where there is a discrepancy between the rates in figure and words the lower of the two will govern; and.

(b) Where there is a discrepancy between the unit rates and the line item total resulting from multiplying the unit rate by the quantity the unit rate as quoted will govern.

24.2. The amount stated in the Tender will be adjusted by the employer in accordance with the above procedure in vogue for correction of errors and, with the concurrence of the Tenderer, shall be considered as binding upon the Tenderer. If Tenderer does not accept the corrected amount the Tender will be rejected, and the amount earnest Money Deposit EMD may be forfeited in accordance with clause 13.6(b)

**25.0 Evaluation and Comparison of Tenders**

**25.1** The Employer will evaluate and compare only the Tenders determined to be substantially responsive in accordance with Clause 23.

**25.2** In evaluating the Tenders, the Employer will determine for each Tender the evaluated Tender Price by adjusting the Tender Price as follows:

(a) Making any correction for errors pursuant to Clause 24; and

(b) Making appropriate adjustments to reflect discounts or other price modifications offered in accordance with Sub Clause 18.5

**25.3** The Employer reserves the right to accept or reject any variation and deviation or alternative offer. Variations, deviations, and other factors which are in excess of the requirements of the Tender documents or otherwise result in unsolicited benefits for the Employer shall not be taken into account in Tender evaluation.

**25.4** The estimated effect of the price adjustment conditions under Clause 40 of the Conditions of Contract, during the implementation of the Contract, will not be taken into account in tender Evaluation.

**25.5** If the tender of the successful Tenderer is seriously unbalanced in relation to the Employer‘s estimate of the cost of the work to be performed under the contract, the Employer may require the Tenderer to produce detailed price analysis for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, the Employer may require that the amount of the performance security set forth in Clause 29

be increased at the expense of the successful Tenderer to a level sufficient to protect the Employer against financial loss in the event of default of the successful under the contract.

## F. AWARD OF CONTRACT

### 26.0 Award Criteria

**26.1** Subject to Clause 27, the Employer will award the Contract to the Tenderer whose Tender has been determined to be substantially responsive to the Tender documents and who has offered the lowest evaluated Tender Price, provided that such Tenderer has been determined to be (a) eligible in accordance with the provisions of Clause 2, and (b) qualified in accordance with the provisions of Clause 3.

### 27.0 Employer's Right to accept any Tender and to reject any or all Tenders

**27.1** Notwithstanding Clause 26, the Employer reserves the right to accept or reject any Tender and to cancel the Tender process and reject all Tenders at any time prior to the award of Contract, without thereby incurring any liability to the affected Tenderer or Tenderers or any obligation to inform the affected Tenderer or Tenderers of the grounds for the Employer's action.

### 28.0 Notification of Award and Signing of Agreement

**28.1** The Tenderer whose Tender has been accepted will be notified of the award by the Employer prior to expiration of the Tender validity period by mail or facsimile confirmed by registered letter. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") will state the sum that the Employer will pay the Contractor in consideration of the execution, completion, and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").

**28.2** The notification of award will constitute the formation of the Contract, subject only to the furnishing of Security deposit in accordance with the provisions of Clause 29.

**28.3** The Agreement will incorporate all agreements between the Employer and the successful Tenderer. It will be kept ready for signature of the successful Tenderer in the office of Employer within 30 days following the notification of award along with the Letter of Acceptance. Within 20 days of receipt, the successful Tenderer will sign the Agreement and deliver it to the Employer.

**28.4** Upon the furnishing by the successful Tenderer of the Performance Security, the Employer will promptly notify the other Tenderers that their Tenders have been unsuccessful.

### 29.0 Security Deposit

**29.1** Within 20 days of receipt of the Letter of Acceptance, the successful Tenderer shall deliver to the Employer a Security deposit in any of the forms given below for an amount equivalent to 5% of the Works Contract Price plus additional security for unbalanced tenders in accordance with Clause 25.5 of ITT and Clause 44 of the Conditions of Contract.

- Banker‘s Cheque/Demand draft,/Pay Order in favor of Executive Engineer ,DSKL Division I, Bangalore Development Authority (BDA), Kumara park west Bengaluru-560020 payable at Bengaluru or
- A Bank Guarantee in the form given in Section 10; or

- Specified small savings instruments pledged to Executive Engineer, DSKL Division I, Bangalore Development Authority (BDA), Kumara park west Bengaluru-560020.

**29.2** If the security deposit is provided by the successful Tenderer in the form of a Bank Guarantee, it shall be issued either by a Nationalized/Scheduled bank.

**29.3** The security deposit if furnished in cash or demand draft can, if requested, be converted to interest bearing securities at the cost of the contractor.

**29.4** Failure of the successful Tenderer to comply with the requirements of Sub-Clause 29.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Earnest money deposit.

**30.0 Advance Payments and Security**

**30.1** The Employer will provide an advance payment on the contract price as stipulated in the Conditions of Contract, subject to the maximum amount as stated in the Contract Data.

**31.0 Corrupt or Fraudulent Practices**

**31.1** The Bangalore Development Authority (BDA) requires that the Tenderers/Suppliers/Contractors, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, BDA:

(a) will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

(b) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a BDA contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a BDA contract.

(c) Employer shall initiate action as per Rule 26A and 26C of Karnataka Transparency Public Procurements Rules, 2000 and as amended in respect of Debarment of Tenderers or Contractor.

**31.2** Furthermore, Tenderers shall be aware of the provision stated in sub-clause 50.2 of the Conditions of Contract.

## SECTION 3: QUALIFICATION INFORMATION

The information to be filled in by the Tenderer hereunder will be used for purposes of computing Tender capacity and evaluating qualification of Tenderer as provided for in Clause 3 of the Instructions to Tenderers. This information will not be incorporated in the Contract.

### 1.1 Constitution or Legal Status of Tenderers

| Tenderers Information | Document |
|---|---|
| Constitution or legal status of the Tenderer (incorporation of company) | Attach copy |
| Tenderer country and year of constitution | Attach copy |
| Tenderer legal address & place of Registration | Attach copy |
| Principal place of Business | Attach copy |
| Class I Registration Certificate of Tenderer issued by State/ Central Government | Attach copy |
| Tenderer authorized representative : Name, address, telephone numbers, fax numbers, e-mail address | Attach copy |
| GST Registration Certificate | Attach copy |
| Permanent Account Number (PAN) | Attach copy |
| Labour Registration Certificate | Attach copy |
| Employers State Insurance Registration Certificate (ESI) | Attach copy |
| Provident Fund Registration Certificate (PF) | Attach copy |
| Provident Fund last paid challan | Attach copy |
| Attach copy of the Articles of incorporation or constitution of the legal entity named above, in accordance with Sub clause 2.0 of ITT | |

**1.2. Construction Turnover (Refer ITT Clause 3.2 (a)**

Total value of Civil / Civil & Electrical engineering construction works executed and payments received in the last five years.

| Year | Turnover (Rs. Lakh) |
|---|---|
| 2020-21 | |
| 2021-22 | |
| 2022-23 | |
| 2023-24 | |
| 2024-25 | |

**Note:**

*In support of this Tenderer shall upload on Karnataka Public Procurement Portal KPPP, scanned copy of the profit and loss statement for Civil Engineering construction works executed and payments received, balance sheets and audited reports, with UDI number certified by the Chartered accountant of the past Five (5) years.*

**1.3 Work Performed as Prime Contractor (in the same name) on Works of Similar Nature over during the five years specified in 1.2 above**

**Rs. Lakh**

| Sl. No. | Name of the Employer & Contact Address, Tel, Fax | Description of work | Contract Number | Value of the Contract In Lakhs | Date of Issue of work order | Specified Period of completion | Actual date of completion | Remarks Explaining Reasons for delay in completion of work |
|---|---|---|---|---|---|---|---|---|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 |
| 1 | | | | | | | | |
| 2 | | | | | | | | |
| 3 | | | | | | | | |
| 4 | | | | | | | | |
| 5 | | | | | | | | |
| | | | | | | | | |

**Note:**

*In support of this, Tenderer shall upload on Karnataka Public Procurement Portal, scanned copy of the certificate duly signed by the employer or competent authority not below the rank of Executive Engineer or competent authority authorized by the employer for having satisfactorily completed the works.*

*If the Authority desires physical verification will be carried out on the works listed above.*

**1.4. Quantities of work executed as Prime Contractor (in the same name) during the five years specified in 1.2 above:**

a) Quantities executed in Civil works as Prime Contractor:

| Year | Name of the Work | Name of Employer | Quantity of the Works Performed | | | | |
|---|---|---|---|---|---|---|---|
| | | | Desilting/Earthwork Excavation & in Embankment (in Cum) | PCC & RCC (in Cum) | Steel Reinforcement / Tubular Truss Work (in MT) | WMM (in Cum) | Paver Blocks (in Sqm) |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| 2020-21 | | | | | | | |
| 2021-22 | | | | | | | |
| 2022-23 | | | | | | | |
| 2023-24 | | | | | | | |
| 2024-25 | | | | | | | |

***Note***

*In support of this, Tenderer shall upload on Karnataka Public Procurement Portal KPPP, scanned copy of the certificate duly certified by the employer or competent authority not below the rank of Executive Engineer or competent authority authorized by the employer for having satisfactorily completed the works and the quantities with the financial year wise breakup for the items executed.*

*If the authority desires, physical Verification will be carried out on the works listed above.*

**1.5 Information on works for which tenders have been submitted and works which are yet to be completed as on date of this tender**

**A. Existing Commitments and on- going works**

**Rs. Lakh**

| Description of works | Place of work & state | Contract No & date | Name & Address of Employer | Value of contract | Stipulated period of completion | Value of the works remaining to be completed | Anticipated date of completion |
|---|---|---|---|---|---|---|---|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |

**B. Works for which Tenders already submitted**

**Rs. Lakh**

| Description of works | Place of work & state | Name & Address of Employer | Estimated value of the work | Stipulated period of completion | Date when decision expected | Remarks if any |
|---|---|---|---|---|---|---|
| 1 | 2 | 3 | 4 | **5** | **6** | **7** |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |

***Note (A) and Note (B)***

***A:*** *The Statements showing the value of the existing commitments and on-going works as well as the stipulated period of completion remaining for each of the works listed shall be countersigned by the employer in charge, not below the rank of Executive Engineer or by the Chartered Accountant (CA) of the bidder supported with Work Order and latest audited RA bill of the respective works listed in the Statement. (Refer GO No. FD 6 PCL 2006 Bangalore dated 21-03-2007).*

***B:*** *The statements showing the works for which Tenders already submitted, the Tenderer shall up load the copy of the acknowledgement received on submission of Tenders as against the notification on Karnataka Public Procurement Portal KPPP along with the details sought as in the statement as against each Tender submission*

***The tenderer should provide an Affidavit swearing to the effect that the stated works are the only works and it is true to the best of his / her / their knowledge.***

**1.6 The following Items of Equipment are considered essential for successfully carrying out the works. Tenderer should furnish all the information below**

| Sl. No. | Name of the Equipment | Required | | Owned | | lease/hire basis | | Remarks |
|---|---|---|---|---|---|---|---|---|
| | | Numbers | Capacity, Age of the equipment should be < 5 Years from date of purchase with good working condition | Nos. / Capacity | Age/ Condi-tion | Nos. / Capacity | Age/ Condi-tion | |
| 1 | Tipper/Trucks | 10 | Each of 10 T or more | | | | | |
| 2 | Motor Grader | 2 | | | | | | |
| 3 | Vibrator Roller | 2 | Each of 8 T or more | | | | | |
| 4 | Water Tanker | 4 | 6000 Ltr Capacity | | | | | |
| 5 | Excavator | 4 | | | | | | |
| 6 | Concrete Mixer (mini) | 2 | 2 Cum or more | | | | | |
| 7 | Compactor | 1 | | | | | | |

(i) Availability by owning at least 50% of the required / specified key & critical *equipment for this work and*

(ii) *The remaining 50% can be deployed on lease/hire basis for all works. Relevant documents (commitment agreements etc.,) for the availability of this work are furnished*

The Tenderer shall provide adequate information to demonstrate clearly that it has the capability to meet the requirements for the key equipment listed in Sub section 3.3 (a) of ITT.

| Item of Equipment | | |
|---|---|---|
| Equipment Information | Name of manufacturer | Model and power rating |
| | Capacity | Year of manufacture |
| Current Status | Current location | |
| | Details of current commitments | |
| Source | Indicate source of the equipment<br>☐ Owned ☐ Rented ☐ Leased ☐ Specially manufactured | |

The Tenderer shall submit the following information for equipment proposed to be brought on lease or rent:

| Owner | Name of owner | |
|---|---|---|
| | Address of owner | |
| | Telephone | Contact name and title |
| | Mobile No. | Email id |
| Agreements | Details of rental / lease / manufacture agreements specific to the project | |
| Invoice | Purchase bill in the name of the owner | |
| | | |

**Note :**

***The tenderers shall possess equipments as indicated in the table 1.6 above and in support of this, the tenderer shall upload on Karnataka Public Procurement Portal, relevant documents such as Registration certificate / Invoice in case Registration certificate not applicable / Purchase agreement or deed with its documents. In case the tenderer proposes to deploy the equipment on lease or hire basis, tenderer shall upload lease / hire agreement along with Registration certificate / Invoice of the respective equipments.***

**1.7 Reports on the financial standing on the Tenderer** such as Income & Expenditure statement, balance sheet, profit and loss Statements and Auditors report for each year for the last Five years certified by the registered Chartered Accountant with UDI number.

**1.8 Qualification and Experience** of the key Technical and management personnel in permanent employment with the Tenderer and those proposed to be deployed on this contract if awarded

The Tenderer shall supply general information on the management structure of the firm, and shall make provision for suitably qualified personnel to fill the key positions listed below as per Clause 3.1 of ITT. The Tenderer shall supply information, of the personnel with relevant experience specified below :

| No. | Position | No. of Positions* | Minimum Education (Degree - Discipline)/ Experience |
|---|---|---|---|
| 1 | Project Manager | 1 | BE- Civil 10 Years Experience |
| 2 | Planning Engineer | 1 | BE- Civil 5 Years Experience |
| 3 | Land Surveyor | 1 | Diploma in Civil Engineering / Certificate course in Surveying / 5 Years Experience |
| 4 | Quantity Surveyor / Engineer | 1 | BE- Civil- 2 Years or<br>Diploma in Civil - 5 Years experience |
| 5 | Quality Assurance Engineer | 1 | BE- Civil- 5 Years experience |
| 6 | Site Supervisors- Civil | 2 | BE- Civil- 2 Years or<br>Diploma in Civil – 5 Years experience |

*Mandatory requirement for complete duration of the project.

Tenderer shall provide the information in the following format supported with CV of the proposed personnel

| No. | Position | No. of Positions* | Proposed Staff | | |
|---|---|---|---|---|---|
| | | | Name | Education Qualification | Relevant Experience in years |
| 1 | Project Manager | 1 | | | |
| 2 | Planning Engineer | 1 | | | |
| 3 | Land Surveyor | 1 | | | |
| 4 | Quantity Surveyor / Engineer | 1 | | | |
| 5 | Quality Assurance Engineer | 1 | | | |
| 6 | Site Supervisors- Civil | 2 | 1 | | |
| | | | 2. | | |

**1.9 Name, Address and contact details** of the Tenderer's Banker who may provide references if contacted by the employer

| | | |
|---|---|---|
| 1 | Name of Bank and Branch | |
| 2 | Address | |
| 3 | Contact person | |
| 4 | Landline and Mobile Phone Number | |
| 5 | Email id | |

**1.10 Evidence** of access to financial resources to meet the qualification requirements specified in ITT clause 3.3 (b) Cash in hand, letter of Credit etc., shall be enclosed herein and also attach the Certificate from the banker in the prescribed format as shown under

**BANK CERTIFICATE**

This is to certify that M/s a reputed company with a Good financial standing. If the contract for the work, namely, **Comprehensive development and restoration of Byalakere-1** is awarded to the above firm, we shall be able to provide overdraft/credit facilities to the extent of Rs……to meet their working capital requirements for executing the above contract.

**-- Sd. -- & Stamp**
Name of the Bank

Senior Bank Manager

Address of the Bank

**1.12 Information on litigations in which the Tenderer is involved:.**

| Other Party (ies) | Employer | Details of dispute | Amount involved | Remarks showing present status |
|---|---|---|---|---|
| | | | | |
| | | | | |

***Note :*** *Tenderer shall upload documents in this regard with all sufficient information on litigation in which tenderer is involved as against such works.*

**1.13** The proposed methodology and program of construction, backed with equipment planning and deployment, duly supported with broad calculations and quality control procedures proposed to be adopted, justifying their capability of execution and completion of the work as per technical specifications within the stipulated period of completion as per milestones.

## SECTION 4: FORM OF TENDER, LETTER OF ACEPTANCE, NOTICE TO PROCEED WITH THE WORK AND AGREEMENT FORM

### FORM OF TENDER

**Description of the Work**: **Comprehensive development and restoration of Byalakere-1**

**Tender**

To :

Executive Engineer
DSKL Division
Bangalore Development Authority,
#108G, 5th Cross, MLA Layout,
RMV 2nd Stage Bhoopasandra,
Bengaluru -560094

GENTLEMEN,

We offer to Execute the Works described above in accordance with the Conditions of Contract accompanying this Tender for the Contract Price of amount as submitted in the second electronic document (price bid).

This Tender and your written acceptance of it shall constitute a binding contract between us. We understand that you are not bound to accept the lowest or any tender you receive.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely “Prevention of Corruption Act 1988”.

We hereby confirm that this Our Proposal complies with tender requirement and Tender complies with the Tender validity and Earnest money deposit required by the Tender documents.

We attach herewith our current income-tax clearance certificate.

Yours faithfully,

Authorized Signature:

Name & Title of Signatory:

_____

Name of Tenderer

Address

_____

## LETTER OF ACCEPTANCE

**No.** **Date:**

To:_____[name and address of the Contractor]

Dear Sir,

This is to notify you that your Tender dated _____ for execution of the [name of the contract and identification number, as given in the Instructions to Tenderers] for the Contract Price of Rupees _____(_____) [amount in words and figures], as corrected and modified in accordance with the Instructions to Tenderers is hereby accepted by our Agency.

You are hereby requested to furnish Security deposit plus additional security for unbalanced tenders in terms of Clause 25.5 of ITT, in the form detailed in Clause 29.1 of ITT for an amount of Rs. _____ within 20 days of the receipt of this letter of acceptance valid up to 30 days from the date of expiry of Defects Liability Period i.e. up to _____ and sign the contract, failing which action as stated in Para 29.4 of ITT will be taken.

Yours faithfully,

Authorised signature
Name and Title of Signatory
Name of Agency

## ISSUE OF NOTICE TO PROCEED WITH THE WORK

**No.** **Date:**

To:_____[name and address of the Contractor]

Dear Sirs,

Pursuant to your furnishing the requisite security deposit as stipulated in ITT Clause 29.1 and signing of the contract agreement for the construction of Contract 6: Formation of Sites and Construction of Roads, Road side drains, Cross Drainage Works, Storm Water Drains, Rain Water Harvesting, Protection Works including Utilities (Water Supply, UGD and Electrical Works) Development for Sector-6 of Dr K. Shivarama Karantha Layout, Sector-6, Bengaluru a Tender Price of Rs._____, you are hereby instructed to proceed with the execution of the said works in accordance with the contract documents

Yours faithfully,

(Signature, name and title of signatory authorized to sign on behalf of Employer)

## AGREEMENT FORM

### Agreement

This agreement, made the _____ day of _____ 20__, between _____ [name and address of Employer] (hereinafter called "the Employer") of the one part and _____ [name and address of contractor] (hereinafter called "the Contractor") of the other part.

Whereas the Employer is desirous that the Contractor execute _____ [name and identification number of Contract] (hereinafter called "the Works") and the Employer has accepted the Tender by the Contractor for the execution and completion of such Works and the remedying of any defects therein at a contract price of Rupees. _____ .

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.

2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all aspects with the provisions of the Contract.

3. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying the defects wherein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

4. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:

    i. Letter of Acceptance;
    ii. Notice to proceed with the works;
    iii. Contract Data;
    iv. Conditions of contract (including Special Conditions of Contract);
    v. Specifications;
    vi. Bill of Quantities (Price Schedule);
    vii. Drawings;
    viii. Contractor's Tender; and
    ix. Any other document listed in the Contract Data as forming part of the contract.
    x. Addendum and Corrigendum issued uploaded in the e-procurement portal.

In witness whereof the parties thereto have caused this Agreement to be executed the day and year first before written.

The Common Seal of

_____

Was hereunto affixed in the presence of:
Signed, Sealed and Delivered by the said

_____

in the presence of:
Binding Signature of Employer

_____

Binding Signature of Contractor

_____

## SECTION 5: CONDITIONS OF CONTRACT

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## CONDITIONS OF CONTRACT
## A. GENERAL

### 1. Definitions

1.1 Terms which are defined in the Contract Data are not also defined in the Conditions of Contract but keep their defined meanings. Bold letters are used to identify defined terms.

**Bill of Quantities** means the priced and completed Bill of Quantities forming part of the Tender.

**Compensation events** are those defined in Clause 38 hereunder.

The **Completion Date** is the date of completion of the Works as certified by the Employer in accordance with Sub Clause 46.1.

The **Contract** is the contract between the Employer and the Contractor to execute, complete and maintain the Works. It consists of the documents listed in Clause 2.2 below.

The **Contract Data** defines the documents and other information which comprise the Contract.

The **Contractor** is a person or corporate body, whose Tender to carry out the Works has been accepted by the Employer.

The **Contractor's Tender** is the completed Tender document submitted by the Contractor to the Employer.

The **Contract price** is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.

**Days** are calendar days; **months** are calendar months.

A **Defect** is any part of the Works not completed in accordance with the Contract.

The **Defects liability period** is the period named in the Contract Data and calculated from the Completion Date.

The **Employer** is the party who will employ the Contractor to carry out the Works.

**Equipment** is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.

The **Initial Contract price** is the Contract Price listed in the Employer's Letter of Acceptance.

The **Intended Completion Date** is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is specified in the Contract Data. The Intended Completion Date may be revised only by the Employer by issuing an extension of time.

**Materials** are all supplies, including consumables, used by the contractor for incorporation in the Works.

**Plant** is any integral part of the Works which is to have a mechanical, electrical, electronic or chemical or biological function.

The **Site** is the area defined as such in the Contract Data.
**Specification** means the Specification of the Works included in the Contract and any modification or addition made or approved by the Employer.

The **Start Date** is given in the Contract Data. It is the date when the Contractor shall commence execution of the works. It does not necessarily coincide with any of the Site Possession Dates.

A **Sub-Contractor** is a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract which includes work on the Site.

A **Variation** is an instruction given by the Employer which varies the Works.

The **Works** are what the Contract requires the Contractor to construct, install, and turn over to the Employer, as defined in the Contract Data.

**2. Interpretation**

2.1 In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Employer will provide instructions clarifying queries about the Conditions of Contract.

2.2 The documents forming the Contract shall be interpreted in the following order of priority:

(1) Agreement
(2) Letter of Acceptance, notice to proceed with the works
(3) Contractor's Tender
(4) Contract Data
(5) Conditions of Contract
(6) Specifications
(7) Drawings
(8) Bill of quantities (Price Schedule)
(9) Any other document listed in the Contract Data as forming part of the Contract.

**3. Law Governing Contract**

3.1 The law governing the Contract is the Laws of India supplanted by the Karnataka Local Acts.

**4. Employer's Decisions**

4.1 Except where otherwise specifically stated, the Employer will decide contractual matters between the Employer and the Contractor.

**5. Delegation**

5.1 The Employer may delegate any of his duties and responsibilities to other people after notifying the Contractor and may cancel any delegation after notifying the Contractor.

## 6. Communications

6.1 Communications between parties which are referred to in the conditions are effective only when in writing. A notice shall be effective only when it is delivered (in terms of Indian Contract Act).

## 7. Sub-Contracting

Deleted (GoK FD 4 PCL 2008, Bangalore dated 14.10.2008 Vide Sl.No 10).

## 8. Other Contractors

8.1 The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Employer.

## 9. Personnel

9.1 The Contractor shall employ the technical personnel (of number and qualifications) as may be stipulated by Employer from time to time during the execution of the work. The technical staff so employed shall be available at site as may be stipulated by the Employer.

9.2 If the Employer asks the Contractor to remove a person who is a member of the Contractor‘s staff or his work force stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.

## 10. Employer’s and Contractor's Risks

10.1 The Employer carries the risks which this Contract states are Employer‘s risks, and the Contractor carries the risks which this Contract states are Contractor‘s risks.

## 11. Employer's Risks

11.1 The Employer is responsible for the excepted risks which are:

(a) rebellion, riot commotion or disorder unless solely restricted to employees of the Contractor or his Sub-Contractors arising from the conduct of the Works; or

(b) a cause due solely to the design of the Works, other than the Contractor‘s design; or

(c) any operation of the forces of nature (in so far as it occurs on the Site) which an experienced contractor:

(i) could not have reasonably foreseen; or

(ii) could reasonably have foreseen, but against which he could not reasonably have taken at least one of the following measures:

(A) prevent loss or damage to physical property from occurring by taking appropriate measures or

(B) insure against such loss or damage

## 12. Contractor's Risks

12.1 All risks of loss of or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract other than the excepted risks are the responsibility of the Contractor.

## 13. Insurance

13.1 The Contractor shall prior to commencing the works, effect and thereafter maintain insurances, in the joint names of the Employer and the Contractor, (cover from the first working day after the Start Date to the end of Defects Liability Period), in the amounts stated in the Contract Data:

(a) for loss of or damage to the Works, Plants and Materials and the Contractor‘s equipment;

(b) for liability of both Parties for loss, damage, death and injury to third parties or their property arising out of the Contractor‘s performance of the Contract including the Contractor‘s liability for damage to the Employer‘s property other than the Works and

(c) for liability of both Parties and of any Employer‘s representative for death and injury to the Contractor‘s personnel except to the extent that liability arises from the negligence of the Employer, any Employer‘s representative or their Employees.

13.2 Policies and certificates for insurance shall be delivered by the Contractor to the Employer for his approval before the Start Date. All such insurance shall provide for compensation to be payable to rectify the loss or damage incurred. All payments received from insurers relating to loss or damage shall be held jointly by the Parties and used for the repair of the loss or damage or as compensation for loss or damage that is not to be repaired.

13.3 If the Contractor fails to effect or keep in force any of the insurances referred to in the previous sub-clauses or fails to provide satisfactory evidence, policies or receipts, the Employer may without prejudice to any other right or remedy, effect insurance for the cover relevant to such default and pay the premiums due and recover the same as a deduction from any other monies due to the Contractor. If no payments are due, the payment of the premiums shall be a debt due.

13.4 Alterations to the terms of an insurance shall not be made without the approval of the Employer.

13.5 Both Parties shall comply with any conditions of the insurance policies.

## 14. Site Investigation Reports

14.1 The Contractor, in preparing the tender, shall rely at his own risk on any site investigation reports referred to in the Contract data, supplemented by any information available to the Tenderer.

## 15. Queries about the Contract Data

15.1 The Employer will clarify queries on the Contract Data.

**16. Contractor to Construct the Works**

16.1 The Contractor shall construct the Works in accordance with the Specification and Drawings.

**17. The Works to be completed by the Intended Completion Date**

17.1 The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the program submitted by the Contractor, as updated with the approval of the Employer, and complete them by the Intended Completion Date.

**18. Approval by the Employer**

18.1 The Contractor shall submit Specification and drawings showing the proposed Temporary & Permanent Works to the Employer, who is to approve them if they comply with the Specifications and Drawings.

18.2 The Contractor shall be responsible for the design of Temporary and Permanent Works

18.3 The Employer‘s approval shall not alter the Contractor‘s responsibility for design of the Temporary & Permanent Works.

18.4 The Contractor shall obtain approval of third parties to the design of third parties to the design of the temporary Works where required.

18.5 All Design and Drawings prepared by the Contractor for the execution of the temporary or permanent Works are subject to review and approval by the Employer before their use.

**19. Safety**

19.1 The Contractor shall be responsible for the safety of all activities on the Site.

**20. Discoveries**

20.1 Anything of historical or other interest or of significant value unexpectedly discovered on the Site is the property of the Employer. The Contractor is to notify the Employer of such discoveries and carry out the Employer's instructions for dealing with them.

**21. Possession of the Site**

21.1 The Employer shall give possession of 70% parts of the Site to the Contractor. If possession of a part is not given by the date stated in the Contract Data the Employer is deemed to have delayed the start of the relevant activities and this will be Compensation Event.

**22. Access to the Site**

22.1 The Contractor shall allow the Employer and any person authorized by the Employer access to the Site, to any place where work in connection with the Contract is being carried out or is intended to be carried out and to any place where materials or plant are being manufactured / fabricated / assembled for the works.

**23. Instructions**

23.1 The Contractor shall carry out all instructions of the Employer which comply with the applicable laws where the Site is located.

**24. Procedure for Resolution of Disputes**

24.1 If the Contractor is not satisfied with the decision taken by the Employer, the dispute shall be referred by either party to Arbitration within 30 days of the notification of the Employer‘s decision.

24.2 If neither party refers the dispute to Arbitration within the above 30 days, the Employer‘s decision will be final and binding.

24.3 The Arbitration shall be conducted in accordance with the arbitration procedure stated in the Special Conditions of Contract.

**B. TIME CONTROL**

**25. Program**

25.1 Within the time stated in the Contract Data the Contractor shall submit to the Employer for approval a Program showing the general methods, arrangements, order, and timing for all the activities in the Works.

25.2 The Employer's approval of the Program shall not alter the Contractor's obligations. The Contractor may revise the Program and submit it to the Employer again at any time. A revised Program is to show the effect of Variations and Compensation Events.

**26. Extension of the Intended Completion Date**

26.1 The Employer shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date.

26.2 The Employer shall decide whether and by how much to extend the Intended Completion Date within 21 days of the Contractor asking the Employer for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information.

**27. Delays Ordered by the Employer**

27.1 The Employer may instruct the Contractor to delay the start or progress of any activity within the Works.

**28. Management Meetings**

28.1 The Employer may require the Contractor to attend a management meeting. The business of a management meeting shall be to review the progress achieved and the plans for remaining work.

28.2 The responsibility of the parties for actions to be taken is to be decided by the Employer either at the management meeting or after the management meeting and stated in writing to be distributed to all who attended the meeting.

## C. QUALITY CONTROL

### 29. Identifying Defects

29.1 The Employer shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Employer may instruct the Contractor to search for a Defect and to uncover and test any work that the Employer considers may have a Defect

### 30. Tests

30.1 If the Employer instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no Defect the test shall be a Compensation Event.

30.2 The Employer has appointed Consultant for Project Management and Quality Assurance. The Contractor shall assist PMC Consultant appointed by the Employer and make all arrangement for testing of materials for any or all items of works executed at the site.

### 31. Correction of Defects

31.1 The Employer shall give notice to the Contractor of any defects before the end of the defects Liability Period, which begins at Completion and is defined in the Contract Data. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.

31.2 Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the time specified in the Employer‘s notice.

### 32. Uncorrected Defects

32.1 If the Contractor has **not** corrected a defect within the time specified in the Employer‘s notice, the Employer will assess the cost of having the defect corrected, and the Contractor will pay this amount.

## D. COST CONTROL

### 33. Bill of Quantities (BOQ)

33.1 The BOQ shall contain items for the construction, installation, testing, and commissioning work to be done by the Contractor.

33.2 The BOQ is used to calculate the Contract Price. The Contractor is paid for the quantity of the work done at the quoted rate in the BOQ for each item.

### 34. Variations

34.1 The Employer shall have power to order the Contractor to do any or all of the following as considered necessary or advisable during the progress of the work by him

(a) Increase or decrease of any item of work included in the Bill of Quantities (BOQ);

(b) Omit any item of work;

(c) Change the character or quality or kind of any item of work;

(d) Change the levels, lines, positions and dimensions of any part of the work;

(e) Execute additional items of work of any kind necessary for the completion of the works; and

(f) Change in any specified sequence, methods or timing of construction of any part of the work.

34.2 The Contractor shall be bound to carry out the work in accordance with any instructions in this connection, which may be given to him in writing by the Employer and such alteration shall not vitiate or invalidate the contract.

34.3 Variations shall not be made by the Contractor without an order in writing by the Employer, provided that no order in writing shall be required for increase or decrease in the quantity of an item appearing in the BOQ so long as the work executed conforms to the approved design and drawings.

34.4 The Contractor shall promptly request in writing the Employer to confirm verbal orders and if no such confirmation is received within 15 days of request, it shall be deemed to be an order in writing by the Employer.

**35. Payments for Variations**

35.1 Payment for increase in the quantities of an item in the BOQ up to 25% of that provided in the Bill of Quantities shall be made at the rates quoted by the Contractor.

35.2 For quantities in excess of 125% of the tendered quantity of an item as given in the BOQ, the Contractor shall be paid at the rate entered in or derived from in the Schedule of Rates (applicable for the area of the work and current at the time of award of contract) plus or minus the overall percentage of the original tendered rates over the current Schedule of Rates prevalent at the time of award of contract.

35.3 If there is no rate for the additional, substituted or altered item of the work in the BOQ, efforts would be made to derive the rates or the Schedule of Rates (applicable for the area of the work and current at the time of award of contract) and if found feasible the payment would be made at the derived rate for the item plus or minus the overall percentage of the original tendered rates over the current Schedule of Rates prevalent at the time of award of contract.

35.4 If the rates for additional, substituted or altered item of work cannot be determined either as at 35.1 or 35.2 or 35.3 above, the Contractor shall be requested to submit his quotation for the items supported by analysis of the rate or rates claimed, within 7 days.

35.5 If the Contractor's quotation is determined unreasonable, the Employer may order the Variation and make a change to the Contract Price which shall be based on Employer‘s own forecast of the effects of the Variation on the Contractor's costs.

35.6 If the Employer decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, no quotation shall be given and the Variation shall be treated as a Compensation Event.

35.7 Under no circumstances the Contractor shall suspend the work on the plea of non-settlement of rates for items falling under this Clause.

**36. Submission of Bills for Payment**

36.1 The Contractor shall submit to the Employer monthly bills of the value of the work completed less the cumulative amount paid previously.

36.2 The Employer shall check the Contractor's bill and determine the value of the work executed which shall comprise of (i) value of the quantities of the items in the BOQ completed and (ii) valuation of Variations and Compensation Events.

36.3 The Employer may exclude any item paid in a previous bill or reduce the proportion of any item previously paid in the light of later information.

**37. Payments**

37.1 Payments shall be adjusted for deductions for advance payments, other recoveries in terms of the contract and taxes, at source, as applicable under the law. The Employer shall pay the Contractor the within 60 days of submission of bill. The contractor shall be liable to pay liquidated damages for shortfall of progress.

For progress beyond the agreed program payment is subject to availability of the grants.

37.2 Items of the Works for which no rate or price has been entered in will not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.

37.3 Increase in Goods and Service Tax shall not be paid for the extended period of contract for which the contractor alone is responsible for the delay as determined by the Authority while granting extension of time.

**38. Compensation Events**

38.1 The following are Compensation events unless they are caused by the Contractor:

(a) The Employer does not give access to a part of the Site by the Site Possession Date stated in the Contract Data.

(b) The Employer orders a delay or does not issue drawings, specifications or instructions required for execution of works on time.

(c) The Employer instructs the Contractor to uncover or to carry out additional tests upon work which is then found to have no Defects.

(d) The Employer gives an instruction for dealing with an unforeseen condition, caused by the Employer, or additional work required for safety or other reasons.

(e) The effect on the Contractor of any of the Employer‘s Risks.

(f) The Employer unreasonably delays issuing a Certificate of Completion.

(g) Other Compensation Events listed in the Contract Data or mentioned in the Contract.

38.2 If a Compensation Event would cause additional cost or would prevent the work being completed before the Intended Completion Date, the Contract Price shall be increased and/or the Intended Completion Date is extended. The Employer shall decide whether and by how much the Contract Price shall be increased and whether and by how much the Intended Completion Date shall be extended.

38.3 As soon as information demonstrating the effect of each Compensation event upon the Contractor's forecast cost has been provided by the Contractor, it is to be assessed by the Employer and the Contract Price shall be adjusted accordingly. If the Contractor's forecast is deemed unreasonable, the Employer shall adjust the Contract Price based on Employer‘s own forecast. The Employer will assume that the Contractor will react competently and promptly to the event.

38.4 The Contractor shall not be entitled to compensation to the extent that the Employer's interests are adversely affected by the Contractor not having given early warning or not having cooperated with the Employer.

**39. Tax**

39.1 The rates quoted by the Contractor shall be deemed to be inclusive of all statutory taxes and charges that the Contractor will have to pay for the performance of this Contract exclusive of goods and service tax. The Employer will perform such duties in regard to the deduction of such taxes at source as per applicable law.

39.2 Royalty charges will be recovered as per the latest Government orders as per the applicable law and amendments

39.3 Goods and Service Tax (GST) (Except electrical works), and will be separately reimbursed by the Employer at the prevailing rates to the Contract amount as per the Government orders, and as amended from time to time. Reimbursement of GST is not applicable to electrical works for which tenderer has to quote rates inclusive of GST.

39.4 Increase in Goods and Service Tax shall not be paid in the extended period of contract for which the contractor alone is responsible for the delay as determined by the Authority while granting extension of time.

**40. Price Adjustment**

(i) Not Applicable.

40.1 Not applicable

40.2 To the extent that full compensation for any rise or fall in costs to the contractor is not covered by the provisions of this or other Clauses in the Contract, the unit rates included in the contract shall be deemed to include amounts to cover the contingency of such other rise or fall in costs.

**41 Liquidated damages**

41.1 The Contractor shall pay liquidated damages to the Employer at the rate per day stated in the Contract Data for each day that the Completion Date is later than the Intended Completion Date (for the whole of the works or the milestone as stated in the Contract Data). The total amount of liquidated damages shall not exceed the amount defined in the Contract Data. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages does not affect the Contractor's liabilities.

41.2 If the Intended Completion Date is extended after liquidated damages have been paid, the Employer shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment of bill.

**42 Advance Payments**

42.1 The Employer shall make payment to the Contractor of the amounts stated in the Contract Data by the date stated in the Contract Data, against provision by the Contractor of an unconditional bank guarantee in a form acceptable to the Employer issued by a Nationalized/Scheduled Bank in amounts equal to the advance payment. The guarantee shall remain effective until the advance payment has been repaid, but the amount of the guarantee shall be progressively reduced by the amounts repaid by the Contractor. Interest will not be charged on the advance payment.

42.2 The Contractor is to use the advance payment only to pay for Mobilization expenses required specifically for execution of the Works. The Contractor shall demonstrate that advance payment has been used in this way by supplying copies of invoices or other documents to the Employer.

42.3 The advance payment shall be repaid by deducting proportionate amounts from payments otherwise due to the Contractor, following the schedule of completed percentages of the Works on a payment basis. No account shall be taken of the advance payment or its repayment in assessing valuation of the work done, variations, price adjustments, compensation events or liquidated damages.

**43 Securities**

43.1 The Security deposit (including additional security for unbalanced tenders) shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount and form and type of instrument acceptable to the Employer. The Security deposit shall be valid until a date 30 days from the date of expiry of Defects Liability Period and the additional security for unbalanced tenders shall be valid until a date 30 days from the date of issue of the certificate of completion.

**44 Costs of Repairs**

44.1 Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Correction periods shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.

## E. FINISHING THE CONTRACT

**45 Completion**

45.1 The Contractor shall request the Employer to issue a Certificate of Completion of the Works and the Employer will do so upon deciding that the Work is completed.

**46 Taking Over**

46.1 The Employer shall take over the Site and the Works within seven days of issuing a certificate of Completion.

**47 Final Account**

47.1 The Contractor shall supply to the Employer a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability

Period. The Employer shall issue a Defect Liability Certificate and certify any final payment that is due to the Contractor within 90 days of receiving the Contractor's account if it is correct and complete. If it is not, the Employer shall issue within 90 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Employer shall decide on the amount payable to the Contractor and make payment within 60 days of receiving the Contractor‘s revised account.

**48 As-Built Drawings and /or Operation and Maintenance Manuals**

48.1 If “as built" Completion Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates stated in the Contract Data.

48.2 If the Contractor does not supply the Drawings by the dates stated in the Contract Data, or they do not receive the Employer‘s approval, the Employer shall withhold the amount stated in the Contract Data from payments due to the Contractor.

**49 Termination**

49.1 The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.

49.2 Fundamental breaches of Contract include, but shall not be limited to the following:

(a) the Contractor stops work for 45 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Employer;
(b) Deleted (GOK Order No.FD 4 PCL 2008, Bangalore Dated 14-10-2008)
(c) The Contractor becomes bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
(d) Deleted (GOK Order No.FD 4 PCL 2008, Bangalore Dated 14-10-2008)
(e) the Employer gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Employer;
(f) the Contractor does not maintain a security which is required;
(g) the Contractor has delayed the completion of works by the number of days for which the maximum amount of liquidated damages can be paid as defined in the Contract data; and
(h) if the Contractor, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in the executing the Contract.

For the purpose of this paragraph : “corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution. “Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Tenderers (prior to or after Tender submission) designed to establish Tender prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition.

49.3 When either party to the Contract gives notice of a breach of contract to the Employer for a cause other than those listed under Sub Clause 49.2 above, the Employer shall decide whether the breach is fundamental or not.

49.4 Notwithstanding the above, the Employer may terminate the Contract for convenience.

49.5 If the Contract is terminated the Contractor shall stop work immediately, make the Site safe and secure and leave the Site as soon as reasonably possible.

**50. Payment upon Termination**

50.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Employer shall prepare bill for the value of the work done less advance payments received up to the date of the bill, less other recoveries due in terms of the contract, less taxes due to be deducted at source as per applicable law and less the percentage to apply to the work not completed as indicated in the Contract Data. Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor the difference shall be a debt payable to the Employer.

50.2 If the Contract is terminated at the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Employer shall prepare bill for the value of the work done, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works and less advance payments received up to the date of the certificate, less other recoveries due in terms of the contract, and less taxes due to be deducted at source as per applicable law and make payment accordingly.

50.3 Employer shall initiate action as per Rule 26A and 26C of Karnataka Transparency in Public Procurements Rules, 2000 and as amended in respect of Debarment of Tenderers Contractor.

**51 Property**

51.1 All materials on the Site, Plant, Equipment, Temporary Works and Works are deemed to be the property of the Employer, if the Contract is terminated because of a Contractor‘s default.

**52 Release from Performance**

52.1 If the Contract is frustrated by any event entirely outside the control of either the Employer or the Contractor the Employer shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which commitment was made.

## F. SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract (SCC) shall supplement the Conditions of Contract (CC). Whenever there is a conflict, the provisions herein shall prevail over those in the Conditions of Contract (CC). Wherever required, reference to clause number of CC will be mentioned. *[In cases of any differences, the provisions contained in these Special Conditions of Contract (SCC) shall take precedence over the provisions of Conditions of Contract (CC).]*

### 1. Labour

1.1. The Contractor shall, unless otherwise provided in the contract, make his own arrangements for the engagement of all staff and labour, local or other, and for their payment housing, feeding and transport.

1.2. The contractor shall, if required by the employer, deliver to the employer a return in detail, in such form and at such intervals as the employer may prescribe, showing the staff and the number of the several classes of labour from time to time employed by the contractor on the site and such other information as the employer may require.

### 2. Compliance with Labour Regulations

2.1 During continuance of the contract, the contractor and his sub-contractors shall abide at all time by all existing labour enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the state or the Central Government or the local authority. The Contractor shall keep the employer indemnified in case any action is taken against employer by the competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulations, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/bye laws/Acts/Rules/regulations including amendments, if any, on the part of the Contractor, Employer shall have the right to deduct any money due to the Contractor including his amount of security deposit. The employer shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer.

2.2 The employees of the Contractor and the Sub-Contractor in no case shall be treated as the employees of the Employer at any point of time.

### 3. Protection of Environment

The contractor shall take all reasonable steps to protect the environment on and off the site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his methods of operation. During continuance of the contract, the contractor and his sub-contractors shall abide at all times by all existing enactments on environmental protection and rules made there under, regulations, notifications and bye-laws of the State or Central Government, or local authorities and any other law, bye-law, regulations that may be passed or notification that may be issued in this respect in future by the State or Central Government or the local authority.

**4. Arbitration (Clause 24)**

4.1 The procedure for Settlement of Disputes (Clause No. 24.1 of CC) shall be as follows :

**a) Deleted :**

**b) Deleted :**

**c) Deleted :**

4.2 **The procedure for arbitration shall be as follows:**

(a) Deleted
(b) Deleted
(c) Deleted

**(d) Performance under the contract shall continue during the arbitration proceedings and payments due to the Contractor by the Employer shall not be withheld, unless they are the subject matter of the arbitration proceedings.**

**5. Death of Contractor**

In the case of the death of a contractor after executing the agreement / commencement of the work, his legal heir, if he / she eligible registered contractor and willing, can execute and complete the work at the accepted tender rates of the original contractor irrespective of the cost of the work. (Government Order No.FD 4 PCL 2008, Bangalore, dated: 14.10.2008)

**6. Scope of Facilities**

6.1 Unless otherwise expressly limited in the Specifications, the Contractor‘s obligations cover the provision of all works and the performance of all Services required for the design, the manufacture/construction (including procurement, quality assurance, construction, installation, associated civil works, testing, commissioning and delivery) of the works and the installation, completion and commissioning of the Facilities in accordance with the plans, procedures, specifications, drawings, codes and any other documents as specified in the Section, Specifications. Such specifications include, but are not limited to, the provision of supervision and engineering services; the supply of labour, materials, equipment, spare parts (as specified in specification) and accessories; Contractor‘s Equipment; construction utilities and supplies; temporary materials, structures and facilities; transportation (including, without limitation, unloading and hauling to, from and at the Site); and storage.

6.2 The Contractor shall, unless specifically excluded in the Contract, perform all such work and/or supply all such items and materials not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining Completion of the Facilities as if such work and/or items and materials were expressly mentioned in the Contract. The Contractor is not to vary or deviate from the drawings in section 9 & scope of work, Conditions of Contract or Instructions to execute any Work of any kind whatsoever unless so authorized by the Employer in writing.

**7. Setting Out**

The Contractor is to set out the whole of the Work in conjunction with an Officer to be deputed by the Employer and during the Progress of the Works to amend any errors, on the requisition of the Employer, which may arise therein and provide all the necessary Labour, Materials and Equipment for doing so. The Contractor is to provide all Tools, Plant, Machinery, Labour and Materials, which may be necessary and required for the work. All Materials and Workmanship shall conform to the Relevant Specifications Mentioned in the Tender Document.

7.1 *Contractor shall provide new one SUVs or equivalent 1 Nos (one for civil engineering wing) for the Employer to felicitate transportation arrangement to the Engineers of the Employer.*

**8. Risk & Cost**

8.1 The Contractor has the sole responsibility of completing all the works within the stipulated scheduled time period. If the contractor fails to complete the part or partial works, the Employer will undertake the balance work or partial work at the risk & cost of the contractor

8.2. The contractor shall be responsible for care and custody of the facilities or any part thereof until the date of the completion of the works. Contractor shall make good at his own cost any loss or damage that may occur to the facilities part thereof from any cause whatsoever during such period. Contractor is responsible for the any damage that may occur to the facilities caused by the contractor, and the damage shall be rectified by the contractor at his risk & cost

8.3 Contractor shall indemnify and hold harmless the Employer& PMC and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of whatsoever nature, including death or injury of any person or loss of or damage to any property other than the Facilities whether accepted or not, arising in connection with the supply and installation of the Facilities and by reason of the negligence of the Contractor or its Subcontractors, or their employees, officers or agents,

**9. Unbalanced Rates**

If the rate quoted by the Bidder for any item exceeds 125% of the sanctioned item rate provided in the estimate, the quoted rate for such item(s) shall be deemed unbalanced and accordingly, the rate will be limited to 125% of the sanctioned item rate.

## SECTION 6: CONTRACT DATA

**Items marked "N/A" do not apply**

**The following documents are also part of the Contract**

| Description | Clause Reference of CC & SCC |
|---|---|
| The schedule of Operating & Maintenance Manuals | [48] |
| The Methodology and Program of Construction | [25] |
| Site Investigation Reports | [14] |
| The schedule of key and critical equipment to be deployed on the work as per agreed program of construction | [25] |
| The Employer is :<br>Name: Executive Engineer<br>Address : Office of The Executive Engineer, Division Bangalore Development Authority #108G, 5th Cross, MLA Layout, RMV 2nd Stage Bhoopasandra, Bengaluru -560094 | [1.1] |
| The Engineer/Authorized Representative is :<br>Assistant Executive Engineer& Assistant/Junior Engineers.<br>Office of The Executive Engineer, Division Bangalore Development Authority #108G, 5th Cross, MLA Layout, RMV 2nd Stage Bhoopasandra, Bengaluru -560094 | [1.1] |
| The Name of the Contract is:<br>**Comprehensive development and restoration of Byalakere-1** | [1.1] |
| Scope of Work in Brief:<br>The work involves<br>• Jungle cleaning, providing chain link fencing to the lake ,<br>• de-watering ,de-weeding ,de-silting and debris removal from lake bed,<br>• improvements to main bund, formation of peripheral bund and slope protection works,<br>• providing suspension pond<br>• providing hume pipe culvert (3 nos),<br>• construction of 600mmø sewage diversion pipe line from inlet to waste weir d/s, construction of silt traps (2nos),<br>• construction of waste weir wall cum box culvert,<br>• construction of sluice gate (flood escape gate) at outlet, providing entrance gate & display board,<br>• construction of gazebo | |

<table>
<tr><td>The start date shall be the date of issue of notice to proceed with the work</td><td>[1.1]</td></tr>
<tr><td>The Intended Completion Date for the whole of the Works is Eleven (18 Months including monsoon including commissioning from the date of commencement.
<table>
<tr><th>Milestone dates</th><th>Physical works to be completed</th><th>Period from the date of issue of Notice to proceed with the work</th></tr>
<tr><td>For Milestone 1</td><td>20 % of the work</td><td>3 Months</td></tr>
<tr><td>For Milestone 2</td><td>40 % of the work</td><td>6 Months</td></tr>
<tr><td>For Milestone 3</td><td>60 % of the work</td><td>9 Months</td></tr>
<tr><td>For Milestone 4</td><td>Full Work</td><td>11 Months</td></tr>
</table></td><td>[17,26]</td></tr>
<tr><td>Location of the Site: Byalakere Lake-1, Byalakere village, Hesaraghatta Hobli, Yelahanka taluk</td><td>[1.1]</td></tr>
<tr><td>Defect Liability Period (DLP) is 2 years.</td><td>[31]</td></tr>
<tr><td>Insurance Requirements
<table>
<tr><th>Sl.No.</th><th>Type of Cover</th><th>Minimum cover for Insurance</th></tr>
<tr><td>(i)</td><td>Works and of Plant and materials</td><td>Contract Price plus 20%</td></tr>
<tr><td>(ii)</td><td>Loss or damage to equipment</td><td>Full replacement cost</td></tr>
<tr><td>(iii)</td><td>Loss or damage to property of Third Party</td><td>Full replacement cost</td></tr>
<tr><td>(iv)</td><td>Personal injury or death insurance</td><td></td></tr>
<tr><td></td><td>(a) for Third Party</td><td>Rs. 5,00,000 per occurrence with number of occurrences unlimited</td></tr>
<tr><td></td><td>(b) for Contractor‘s employees or labour</td><td>In accordance with the statutory requirements applicable to Karnataka</td></tr>
<tr><td>(v)</td><td>Other insurances</td><td>As per contract requirement</td></tr>
</table></td><td>[13]</td></tr>
<tr><td>38.1 The following are Compensation events unless they are caused by the Contractor : Deleted.</td><td>[38]</td></tr>
</table>

**Price Adjustment Formula :**

(i) GOK Order No.FD 59 Pro.Cell 2004, Bangalore Dated 26th November 2004.
(ii) GOK Order NO FD 3 PCL 2008, Bangalore dated 21.11.2008.
(iii) GOK Order No 791 Exp 12/2015, Bangalore dated 26.02.2016.

**A) Price Adjustment Formula for Works Contract:**

R = Value of work as defined in Clause 40.1 of Conditions of Contract (as defined in the latest GOK Order No 791 Exp 12/2015, Bangalore dated 26-02-2016) which reads as :

R = Total value or work done during the quarter. It would include the amount of secured advance for materials paid for (if any) during the quarter, less the amount of the secured advance recovered during the quarter. It will exclude value for works executed under variations for which Price Adjustment (if any) will be worked out separately based on the terms mutually agreed. It will also exclude the value of work done during the quarter which was programmed to be done prior to this quarter as per the work schedule in the agreement.

Adjustment for labour component:

(i) Price adjustment for increase or decrease in the cost due to labour shall be paid in accordance with the following formula:

$VL = 0.85 * P_L/100 * R * (L_i-L_0)/L_0$ where,
VL = Increase or decrease in the cost of work during the quarter under consideration due to
changes in rates for local labour;
L0 = The average consumer price index for industrial workers for Bangalore Centre for the Quarter preceding the date of opening of tenders as published by the Labour Bureau, Ministry of Labour, Government of India;
Li = The average consumer price index for industrial workers for Bangalore center for the quarter under consideration as published by Labour Bureau, Ministry of Labour, Government of India
PL = Percentage of labour component of the work

[40]

Adjustment for Cement Component:

(ii) Price adjustment for increase or decrease in the cost of cement component procured by the contractor shall be paid in accordance with the following formula.

$V_C = 0.85 \text{ X } P_C /100 \text{ X R X } (C_i - C_o) /C_o$ , Where,
$V_C$ = Increase or decrease in the cost of the work during the quarter under consideration due to changes in the rates for cement;
$C_o$ = The all India average wholesale price index for cement (Ordinary Portland Cement) for the quarter preceding the date of opening of the tenders as published by the Office of Economic Advisor, Ministry of Commerce and Industry, Government of India , New Delhi;
$C_i$ = The all India average wholesale price index for cement (Ordinary Portland Cement) for the quarter under consideration as published by the Office of Economic Advisor, Ministry of Commerce and Industry, Government of India, New Delhi

Adjustment for Steel Component:

(iii) Price adjustment for increase or decrease in the cost of steel procured by the contractor shall be paid in accordance with the following formula.

$V_S = 0.85 \times P_S / 100 \times R \times (S_i - S_o)/S_o$ where,
$V_S$ = Increase or decrease in the cost of work during the quarter under consideration due to changes in the rates for steel;
$S_o$ = The all India average wholesale price index for steel (M.S Long Product) for the quarter preceding the date of opening of Bids as published
$S_i$ = The all India average wholesale price index for steel (M.S Long Product) for the quarter under consideration as published by the Office of Economic Advisor, Ministry of Commerce and Industry, New Delhi
$P_S$ = Percentage of steel component of the work

Note: For the application of this clause, index of M.S Long Product has been chosen to represent steel group. This may be changed depending on the major type of steel used depending on the nature of work.

(iv) Adjustment for Bitumen component

Adjustment of Fuel and lubricant component

(v) Price adjustment for increase or decrease in cost of Fuel and Lubricants shall be paid in accordance with the following formula:

$V_F = 0.85 \times P_F / 100 \times R \times (F_i - F_o) / F_o$, Where,
$V_F$ = Increase or decrease in the cost of work during the quarter under consideration due to changes in the rates for Fuel and Lubricants.
$F_o$ = The official retail price of High Speed Diesel (HSD) at the IOC/HPCL/BPL or other consumer pump at Bangalore on the day 30 days prior to the date of opening of Bids.
$F_i$ = The official retail price of HSD at the IOC/HPCL/BPL or other consumer pump at Bangalore for the 15 day of the middle calendar month of the quarter under consideration. $P_F$ = Percentage of Fuel and Lubricant component of the work.

Note: For the application of this clause, the price of HSD has been chosen to represent fuel and lubricant.

Adjustment for Plant and Machinery Spares Component

(vi) Price adjustment for increase or decrease in the cost of plant and machinery spares procured by the contractor shall be paid in accordance with the following formula:

$V_P = 0.85 \times P_P/100 \times R \times (P_i - P_o)/P_o$ , Where

$V_P$ = Increase or decrease in the cost of work during the quarter under consideration due to changes in the rates for plant and machinery spares.

$P_o$ = The all India average wholesale price index for Heavy machinery and parts for the quarter preceding the date of opening of bids, as published by the Office of the Economic Advisor, Ministry of Commerce and Industry, Government of India, New Delhi

$P_i$ = The all India average wholesale price index for Heavy machinery and parts for the quarter under consideration as published by the Office of the Economic Advisor, Ministry of Commerce and Industry, Government of India, New Delhi

$P_B$ = Percentage of Plant and Machinery Spares component of the work.

Note: For the application of this clause, index of heavy machinery and parts have been chosen to represent plant and machinery spare group

(Adjustment for Other materials)

(vii) Price adjustment for increase or decrease in the cost of other materials other than cement, steel, bitumen and Fuel and Lubricants, procured by the contractor shall be paid in accordance with the following formula:

$V_M = 0.85 \times P_M/100 \times R \times (M_i - M_o)/M_o$ , Where

$V_M$ = Increase or decrease in the cost of work during the quarter under consideration due to changes in the rates for local materials other than cement, steel, bitumen and Fuel and Lubricants & Spares.

$M_o$ = The all India average wholesale price index for all commodities for the quarter preceding the date of opening of bids, as published by the Office of the Economic Advisor, Ministry of Commerce and Industry, Government of India, New Delhi

$M_i$ = The all India average wholesale price index for all commodities for the quarter under consideration as published by the Office of the Economic Advisor, Ministry of Commerce and Industry, Government of India, New Delhi

$P_M$ = Percentage of other material component (Other than cement, steel, bitumen and Fuel and Lubricants & Spares) of the work.

The following percentages will govern the price adjustment for the Civil works excluding Electrical items :

| Sl. No | Description of Co-efficient | Weightage % to Specify below |
|---|---|---|
| 1 | Labour ($P_L$) | |
| 2 | Cement ($P_C$) | |
| 3 | Steel ($P_S$) | |
| 4. | Bitumen ($P_B$) | |
| 5. | Fuel and Lubricants ($P_F$) | |
| 6. | Plant and Machinery Spares ($P_P$) | |
| 7. | Other Materials ($P_M$) | |
| | **Total** | |

[40]

The liquidated damages for whole of the works is Rs. 20,00,000 per day and for the milestone are as under :

| **Milestones** | **Period from the date of issue of Notice to proceed with the work** | **Liquidated Damages Rs. per Day** |
|---|---|---|
| For Milestone 1 | 3 Months | Rs 5,000 |
| For Milestone 2 | 6 Months | Rs10,000 |
| For Milestone 3 | 9 Months | Rs15,000 |
| For Milestone 4 | 11 Months | Rs 20,000 |

The maximum amount of liquidated damages for whole of the work is ten (10%) of the final contract price

[41]

The amount of the Advance payments are:

| Nature of Advance | Amount(Rs.) | Conditions to be fulfilled |
|---|---|---|
| 1.Mobilization | 5% of the Contract Price | On submission of un-conditional Bank Guarantee.(to be drawn before end of 20% of Contract period) |

(The advance payment will be paid to the Contractor no later than 30 days after fulfillment of the above conditions).

[42]

| | |
|---|---|
| **Repayment of advance payment for mobilization :**<br>The advance loan shall be repaid with percentage deductions from the interim payments certified by the Engineer under the Contract. Deductions shall commence in the next Interim Payment Certificate following that in which the total of all such payments to the Contractor has reached not less than 15 percent of the Contract Price<br>or 3 months from the date of payment of first installment of advance, whichever period concludes earlier, and shall be made at the rate of 7.5% percent of the amounts of all Interim Payment Certificates until such time as the loan has been repaid, always provided that the loan shall be completely repaid prior to the expiry of the original time for completion pursuant to Clauses 17 and 26. | [42] |
| The date by which “as-built” drawings (in scale 1:1000) in 10 sets are required is within 30 days of issue of certificate of completion of Whole or Section of the Work as the case may be.<br>The date by which Operating and Maintenance Manuals are required is within 30 days of issue of certificate of completion of Whole or Section of the Work as the case may be. | [48] |
| The amount to be withheld for failing to supply “As built" drawings and “Supply of Updated Operation and Maintenance Manuals" by the date required is<br>**INR 50,00,000** | [48] |
| The following events shall also be fundamental breach of the contract.<br>1. The contractor has contravened Sub-clause 7.1 and Clause 9 of CC | [49.2] |
| The Percentage to apply to the value of the work not completed representing the Employer‘s additional cost for completing the Works shall be 30 percent. | [50.1] |

## SECTION 7: TECHNICAL SPECIFICATIONS

**Scope of the Work:**

The scope of the works under this **Comprehensive development and restoration of Byalakere Lake-1**. The Work involves

- Jungle cleaning, providing chain link fencing to the lake
- De-watering ,de-weeding ,de-silting and debris removal from lake bed
- Improvements to main bund
- Formation of peripheral bund and slope protection works
- Providing suspension pond
- Providing hume pipe culvert
- Construction of 600mmø sewage diversion pipe line from inlet to waste weir d/s
- Construction of silt traps
- Construction of waste weir wall cum box culvert
- Providing entrence gate & display board

**Technical Specification**

### 1.1.1 Preamble

This section contains the specification for proposed work and shall be read in conjunction with the various other sections forming the contract namely notifications inviting applications,(NIT) instructions to tenderers,(ITT) General conditions(GCC) special conditions,(SCC) Bill of quantities, (BOQ)Drawings and other related documents mentioned in this Tender document together with any addendum issued there to

### 1.1.2 Part A- General Specifications

This shall comprise the MORTH specifications for road & Bridge works (Fifth revision) Published by the Indian Road Congress (IRS) , New Delhi latest reprinted version and shall be deemed to be bound into this document. BESCOM, BWSSB, KUWS&DB, PWD & KPWD Specifications

### 1.1.3 Part B: Supplementary Specification

(a) This shall comprise various substitutes, modified and additional clauses to the specifications for road & Bridge works referred to in Part A (To cover specific aspects of the particular works not covered by the same) and accordingly, the said specifications so amended shall form part of the contract.

(b) The substitute and supersedes the whole of that clause, then any reference to the superseded clause shall be deemed to refer to the substitute clause as indicated by the suffix ‘S’ is an amendment of a clause A General Specification.

(c) A modified clause as indicated by the suffix ‘M’ shall be read as a partial amendment to the cited clause in part A -General specifications. Any provision in the said modified clause conflicting with those of part A General specifications shall be deemed to

supersede the relevant portion of PART A -General Specifications. Any other non-conflicting provisions shall apply and NOT deemed as substitute.

(d) Additional clause, as indicated by the suffix “A” shall bear additional clause numbers cited in Part A General specifications and shall include provisions supplementing those of part A - General Specifications.

(e) If any substitute, Modified or Additional clause may conflict or be inconsistent with any of provisions of Part A - general specifications.

(f) Under reference, the Substitute, Modified and Additional clause shall always prevail.

(g) Words like 'Contract', 'Contractor', 'Drawings', 'Works', 'Site', "Provisional Sum’ used in the above-mentioned specification shall be deemed to have the same meaning as understood from the definition of these terms in and as included in the Special Conditions of Contract.

(h) In the absence of any definite provisions on any issue in the aforesaid specification, reference may be made to the latest IRC and I.S Specifications in that order. Where even these are silent, the construction and completion of the works shall conform to sound engineering practice and, in case of any dispute arising out of the interpretation of the above, the decision of the Engineer shall be final and binding on the Contractor.

***Technical specifications attached separately***

**Specification for Materials, Plant and Machinery**

**1.2 Material**

(a) All materials to be provided by the Contractors shall be in conformity to the specifications laid down in the Contract and the Contractor shall if required by the Engineer in charge furnish proof about their suitability and fitness to the entire satisfaction of the Engineer in charge.

**(b) Storage of Materials**

(i) All materials brought and kept at site of work by the Contractor or by his orders for the purpose of forming part of the works are to be considered to be the property of the BDA and the same shall not to be removed or taken away by the Contractor or any other person without the permission of the Engineer - In - Charge. But the Engineer - In - Charge shall not be responsible for any loss or damage which may occur to or in respect of any such work or materials either by the same being lost or stolen or damaged by weather or otherwise including natural calamities (flood, earthquake, rains, riots, fire, etc.).

(ii) Materials required for the works shall be stored by the Contractor only at places, in standard profiles and in the manner as approved by the Engineer-In - Charge. Storage and safe custody of all materials shall be the sole responsibility of the Contractor. Special care should take as per relevant specification for storage of bitumen etc.

(iii) The Contractors shall construct suitable godown at the site of work for storing the material safe against damage due to sun, rain, dampness, fire, theft etc. He shall

also employ necessary watch and ward for the purpose and no extra claim whatsoever shall be entertained on this account.

(iv) From commencement till completion, all materials and works shall be under the safe custody of Contractor. The Contractor is solely responsible for and to make good all injuries, damages and repairs occurred to or rendered necessary to the same by fire, storm, rain, traffic or other causes and to hold the Engineer - In-Charge indemnified from any claim for injuries to person or for structural damage to property occurring from only neglect, default, want of proper care or misconduct on the part of the Contractor.

(v) The Contractor shall produce samples of all materials to be procured by him - sufficiently in advance to obtain approval of the Engineer - In - Charge. Subsequently the materials to be used in the actual execution of the work shall strictly conform to the quality of samples approved. In case of variation in quality such materials shall be liable for rejection. The rejected materials shall be removed from the site within 48 hours of their rejection, also the Engineer - In - Charge shall be authorised to remove the same at the risk and cost of the Contractor

**(c) Quality Control and Testing of Materials**

(i) The Contractor at his own expense shall make all arrangements with necessary equipment to carryout tests such as grading of aggregate, fineness modulus of sand, bulking of sand, silt content in sand, tests on-cement, concrete, steel, bitumen etc., at the site of work. The Contractor shall be required to provide appliances at site such as weighing scale, graduated cylinder, standard sieves, three wooden / metal board of size 0.5 x 0.5 m = 0.25 sqm area, one digital contact thermometer, two screw drivers, one measuring scale, camber board, depth gauge, three meter long wooden or aluminium beam or straight edge, one graduated scale bit or wedge scale, etc., in order to enable the Engineer - In - Charge to conduct field tests, whenever required by him to ensure that the quality is consistent with the prescribed specification. Similarly, well-equipped laboratory for testing of concrete, bitumen, aggregates including earth work. shall be provided by the Contractor at site of work

(ii) The material such as water, sand, cement aggregate, steel, bitumen, etc., to be used in the works like concrete, masonry, road work, etc., shall comply with the requirements of the Engineer - In - Charge and shall pass all the tests and analysis required by him or as per specifications as applicable or such recognized specifications as acceptable to the Engineer - In - Charge, -

(iii) All the necessary tests/the number of tests shall be conducted in the laboratory established at site by the Contractor or in any recognized laboratory approved by the Engineer - In - Charge. The samples shall be taken for carrying out all or any of the tests stipulated in the specifications or as directed by the Engineer - In - Charge or his authorised Representative. The Contractor shall at his risk and cost make all arrangements and shall provide all such facilities as the Engineer - In -. Charge may require for collecting, preparing, forwarding the required number of samples for test and for analysis as per the frequency of test stipulated in the Contract specifications or as considered necessary by the Engineer - In - Charge.

(iv) The decision of the Engineer - In - Charge regarding type of tests, their frequency, and suitability of any of the materials to be used in the work shall be final and binding on the Contract or notwithstanding any other provision elsewhere in the Bid Documents.

(v) The Contractor or his authorised Representative shall associate in collection, preparation, forwarding and testing such samples. Even if he, or his authorised Representative is not present or does not associate himself, the result of such tests and consequences thereon shall be binding on the Contractor. The Contractor or his authorised Representative shall remain in contact with the Engineer - In - Charge or his authorised Representative for associating for all such operations.

(vi) The Contractor shall give not less than 3 days' notice of all tests in order that the Engineer - In - Charge or his authorised Representative may be present. The Contractor to the Engineer - In - Charge shall supply two copies of all test certificates for approval, immediately after the completion of the tests. Test certificates shall invariably be supplied to the Engineer - In Charge before the material or components are used in the works, unless the Engineer - In - Charge directs otherwise.

(vii) All materials, which are specified to be tested, at the place of manufacture, shall satisfactorily pass the test before used in works.

**(d) Other Materials**

Any material for which there is no relevant Indian Standard, shall be the best of their kind and to the approval of the Engineer - In-Charge. Contractor shall at his own expense, submit to the Engineer - In-Charge for approval, samples of any of the materials and components to be used. The quality of materials and components subsequently used in the works shall not be inferior to the approved samples.

**1.3 Construction Equipment**

(a) The methodology and equipment to be used on the project shall be furnished by the Contractor to the Engineer in charge well in advance of commencement of work and approval obtained prior to its adoption and use.

(b) The Contractor shall give a trial run of the equipment for establishing the capability to achieve the laid down specification and tolerance to the satisfaction of the Engineer in charge before commencement of work.

(c) All equipment provided shall be of proven efficiency and shall be operated and always maintained in a good working condition.

(d) No equipment or personnel shall be removed from the site without prior permission of the Engineer in charge.

(e) No tools and plants will be supplied by the department and the contractor will have to make his own arrangements at his expense.

All construction tools, plant and machineries provided by the Contractor shall, when brought to the site, be deemed to be exclusively intended for the construction and completion of this work and the Contractor shall not remove the same or any part thereof (save for the purpose of moving it from one part of the site to another) without the written permission of the Engineer-In-Charge

# SECTION 8: DRAWINGS

**Attached separately**

# SECTION 9: BILL OF QUANTITIES

| Sl. No. | Description of the item(with brief specification and reference to book of specification) | Unit | Qty | Rate (Rs) | | Amount (Rs) |
|---|---|---|---|---|---|---|
| | | | | **In Fig** | **In words** | |
| | | | | | | |
| As generated in Karnataka Public Procurement Portal | | | | | | |
| Total Tender price | | | | | | |
| (in words) | | | | | | |

**Note:**

1) Item for which no rate or price has been entered in will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities (refer : ITB Clause 11.2 and CC Clause 37.2).
2) Unit rates and prices shall be quoted by the Tenderer in Indian Rupees.
3) Where there is a discrepancy between the rate in figures and words, the lower of the two will govern. [ITT Clause 24.1(a)].
4) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by quantity, the unit rate quoted shall govern [ITT Clause 24.1 (b)].

## SECTION 10 : FORMAT OF BANK GUARANTEE FOR SECURITY DEPOSIT

To:_____ [name of Employer]
_____ [Address of Employer]

WHEREAS _____[name and address of Contractor] (hereinafter called "the Contractor") has undertaken, in pursuance of Contract No._____, dated _____ to execute _____ [name of Contract and brief description of Works] (hereinafter called "the Contract");

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee;
NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of Rs._____ [amount of guarantee] Rupees _____ [in words], and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____[amount of guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.
We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until 30 days from the date of expiry of the Defects Liability Period.

Signature and seal of the Guarantor

Name of Bank_____
Address_____
Date

## SECTION 11 : FORMAT OF BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

WHEREAS _____ *[name of Bidder]* (hereinafter called "the Bidder") has submitted his bid dated _____ *[date]* for the construction of _____ *[name of Contract]* (hereinafter called "the Bid").

KNOWN ALL MEN by these presents that We _____ *[name of bank]* of _____ *[Name of Country]* having our registered office at _____ (hereinafter called "the Bank") are bound unto _____ *[Name of the Employer]* (hereinafter called "the Employer") in the sum of _____ for which payment well and truly to be made to the said Employer the Bank binds himself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this _____ day of _____ 20__.

THE CONDITIONS of the obligation are:

1. If the Bidder withdraws his Bid during the period of bid validity specified in the Form of Bid;
2. If the Bidder having been notified of the acceptance of his Bid by the Employer during the period of Bid validity;
   (i) Fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders; or
   (ii) Fails or refuses to furnish the Performance Security, in accordance with the Instructions to Bidders.

We undertake to pay to the Employer up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by his is due to him owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date 225 days after the deadline for submission of bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the Employer; notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the bank not later than the above date.

Date _____ Signature of the Bank _____

Witness _____ Seal _____

_____

## SECTION- 12 : FORM OF BANK GUARANTEE FOR ADVANCE PAYMENT

To: [Name and address of Employer]

Dear Ladies and/or Gentlemen,

We refer to the Contract Agreement ("the Contract") signed on [date] between you and [name of Contractor] ("The Contractor") concerning the Services set out in the Contract _____[Name of the Contract].

Whereas, in accordance with the terms of the Contract, the Employer agreed to pay or cause to be paid to the Contractor an advance payment in the amount of [number] percent (____%) of the Contract Price for the Period due to the Contractor, namely a payment of: _____[amount in figures], _____[amount in Words].

By this letter we, the undersigned, [name of Bank], a Bank (or company) organized under the laws of [country of Bank] and having its registered/principal office at [address of Bank], do hereby jointly and severally with the Contractor irrevocably guarantee repayment of the amounts upon the first demand of the Employer without cavil or argument in the event that the Contractor fails to commence or fulfill its obligations under the terms of the Contract, and in the event of such failure, refuses to repay all or part (as the case may be) of the advance payment to the Employer.

Provided always that the Bank‘s obligation shall be limited to an amount equal to the outstanding balance of the advance payment, taking into account such amounts that have been repaid by the Contractor from time to time in accordance with the terms of payment of the Contract as evidenced by appropriate shipping documents or payments certificates.

This Guarantee shall remain in full force from the date upon which the advance payment is received by the Contractor until the date upon which the Contractor has fully repaid the amount is advanced to the Employer in accordance with the terms of the Contract. At the time at which the outstanding amount is nil, this Guarantee shall become null and void, whether the original is returned to us or not.

Any claims to be made under this Guarantee must be received by the Bank during its period of validity.

Yours truly,

[Name of the Bank]

Authorized Signature